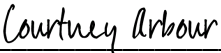



**TEXAS WORKFORCE COMMISSION (TWC)**  
**GRANT AWARD AGREEMENT**

TWC Award Number	<b>2921TAN003</b>
Grant Program Title	<b>Camp Code</b>
Award Amount	<b>\$34,383.00</b>
<b>Grantee Name</b>	
<b>Girl Scouts Of Northeast Texas</b>	
<b>Period of Award</b>	
This Grant Award Agreement shall begin the later of <b>March 15, 2021</b> or the date upon which it has been signed by both parties, and shall terminate on <b>August 31, 2021</b> , unless amended by mutual written agreement of the parties.	
<b>Remarks</b>	
If for any reason the Camp Code Initiative must be canceled, the grantee will notify the assigned grant manager by May 15, 2021. Notwithstanding any other provision to the contrary in the General Terms and Conditions of this grant, if TWC determines that grant activity is not occurring for any reason, the grantee will receive 14 days notice of termination.	
<b>Signature Authority</b>	
The person signing this Grant Award Agreement on behalf of TWC, the Grantee, and the Grantee's Fiscal Agent (if applicable) hereby warrants that he or she has been fully authorized to:	
<ul style="list-style-type: none"> <li>• execute this Grant Award Agreement on behalf of TWC or Grantee's organization, and</li> <li>• validly and legally bind the organization to all the terms, performances, and provisions of this Grant Award Agreement.</li> </ul>	
<b>Agency Approval</b>	<b>Texas Workforce Commission</b>  Courtney Arbour Director, Workforce Development Division Date: 3/8/2021
<b>Award Acceptance</b>	<b>Girl Scouts Of Northeast Texas</b>  Jennifer K Bartkowski Chief Executive Offer Date: 3/8/2021

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### **GRANT AWARD ORDER OF PRECEDENCE**

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This Grant Award between the Texas Workforce Commission (TWC) and the Grantee consists of the following Grant Documents listed on this page. Documents on this list include all amendments. In the event of a conflict of terms, the Grant Documents as amended control in the descending order of the list. All Grant provisions, however, are subject to control by the latest amendment and most specific provision and by the applicable state and federal laws, rules, and regulations.

- Signature Page
- Grant Award Order of Precedence
- Special Terms and Conditions
- General Terms and Conditions
- Financial Requirements
- Certifications
- Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards
- Reporting Requirements
- Final Report Format
- Work Plan
- Budget Workbook

The following documents are incorporated herein by reference:

- Grantee's Application
- Request for Applications 3202100029, Camp Code

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**CONTACT INFORMATION FORM**


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This form provides information about organization contacts. Changes to any contact information during the term of any resulting grant award must be provided to the TWC Grant Manager.

**LEGAL ENTITY NAME:** Girl Scouts of Northeast Texas

**Executive Director**

Name: Jennifer Bartkowski	Mailing Address: 6001 Summerside Drive
Title: Chief Executive Officer	Street: 6001 Summerside Drive
Phone: 972-349-2428	City: Dallas
Fax: 972-349-2499	County: Collin
Email: jbartkowski@gsnetx.org	State, Zip: TX, 75252

**Financial Contact**

Name: Debra Roling	Mailing Address: 6001 Summerside Drive
Title: Chief Financial and Administrative Officer	Street: 6001 Summerside Drive
Phone: 972-349-2462	City: Dallas
Fax: 972-349-2499	County: Collin
Email: drooling@gsnetx.org	State, Zip: TX, 75252

**Grant Manager**

Name: Brenda Rozinsky	Mailing Address: 6001 Summerside Drive
Title: Director, Grants and Foundations	Street: 6001 Summerside Drive
Phone: 972-349-2451	City: Dallas
Fax: 972-349-2499	County: Collin
Email: brozinsky@gsnetx.org	State, Zip: TX, 75252

**Emergency Contact**

Name: Shane Woods	Mailing Address: 6001 Summerside Drive
Title: Director, STEM Center of Excellence	Street: 6001 Summerside Drive
Phone: 972-349-2820	City: Dallas
Fax: 972-349-2499	County: Collin
Email: swoods@gsnetx.org	State, Zip: TX, 75252

**Fiscal Agent**

Name: Debra Roling	Mailing Address: 6001 Summerside Drive
Title: Chief Financial and Admin Officer	Street: 6001 Summerside Drive
Phone: 972-349-2462	City: Dallas
Fax: 972-349-2499	County: Collin
Email: drooling @gsnetx.org	State, Zip: TX, 75252

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**WORKFORCE DEVELOPMENT AREA(S)**

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Please check all boxes that apply for the Workforce Development Area(s) (WDA) that will be served throughout the grant term.

☐ Alamo WDA☐ Lower Rio Grande Valley WDA☐ Borderplex WDA☐ Middle Rio Grande WDA☐ Brazos Valley WDA☐ North Central WDA☐ Cameron County WDA☒ North East WDA☐ Capital Area WDA☒ North Texas WDA☐ Central Texas WDA☐ Panhandle WDA☐ Coastal Bend WDA☐ Permian Basin WDA☐ Concho Valley WDA☐ Rural Capital WDA☒ Dallas County WDA☐ South East Texas WDA☐ Deep East Texas WDA☐ South Plains WDA☐ East Texas WDA☐ South Texas WDA☐ Golden Crescent WDA☐ Tarrant County WDA☐ Gulf Coast WDA☐ Texoma WDA☐ Heart of Texas WDA☐ West Central WDA

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**SPECIAL TERMS AND CONDITIONS**

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**TEMPORARY ASSISTANCE FOR NEEDY FAMILIES**

Pursuant to OMB Uniform Guidance (2 C.F.R. Part 200) provisions at 2 C.F.R. §§ 200.101(b)(1) and 200.331(a)(2), these Special Federal Terms and Conditions for Temporary Assistance for Needy Families (TANF) grants pass through Terms and Conditions specific to the Federal award, which are not set forth elsewhere in this TWC grant award. These grant funds awarded by TWC must be used in compliance with the following Federal Terms and Conditions in addition to the other provisions of this TWC grant award.

**Availability of Federal Award Terms.** In some cases, Federal grant funds become available to the Texas Workforce Commission (TWC) for award before TWC obtains the associated Federal Award Terms for the monies. When award execution does not allow for delay, TWC may base the Special Federal Award Terms and Conditions for a grant award on the most recent prior Federal Award Terms and Conditions available, and later amend the TWC grant award when updated Federal terms are available. This action is most often used when Federal Award Terms and Conditions are not expected to differ significantly from the most recent prior terms available at the time TWC makes the award.

The Special Federal Award Terms and Conditions contained herein are based on the U.S. Department of Health and Human Services (HHS) Administration for Children and Families (ACF) General Terms and Conditions for Mandatory Formula, Block and Entitlement Grant Programs May 26, 2016 Version, and **V.2016.1 (09/2015)** of the Program Specific Terms and Conditions for Child Care and Development Fund Grants to State and Territory Grantees, which are the versions currently used by ACF.

**Same-Sex Marriage Provisions.** In accordance with the decision in *United States v. Windsor* (133 S. Ct. 2675 (June 26, 2013)), Section 3 of the Defense of Marriage Act, codified at 1 U.S.C. § 7, in any grant-related activity in which family, marital, or household considerations are, by statute or regulation, relevant for purposes of determining beneficiary eligibility or

participation, grantees must treat same-sex spouses, marriages, and households on the same terms as opposite sex spouses, marriages, and households, respectively.

By "same-sex spouses," the U.S. Department of Health and Human Services (HHS) means individuals of the same sex who have entered into marriages that are valid in the jurisdiction where performed, including any of the 50 states, the District of Columbia, or a U.S. territory or in a foreign country, regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage.

By "same-sex marriages," HHS means marriages between two individuals validly entered into in the jurisdiction where performed, including any of the 50 States, the District of Columbia, or a U.S. territory or in a foreign country, regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage.

By "marriage," HHS does not mean registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage.

1. **American-Made Equipment and Products.** This TWC grant award must be used in compliance with § 507 of Public Law 103-333, the "Departments of Labor, Health and Human Services, and Education, and Related Agencies Appropriations Act of 1995," which reads:

Purchase of American-Made Equipment and Products – It is the sense of Congress that, to the greatest extent practicable, all equipment and products purchased with the funds made available in this Act should be American-Made.

2. **Federal Funding Disclosure Statement.** This TWC grant award must be used in compliance with § 508 of Public Law 103-333, the "Departments of Labor, Health and Human Services, and Education, and Related Agencies Appropriations Act of 1995," which reads:

When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing programs or programs funded in whole or in part with

Federal money, all recipients receiving Federal funds, including but not limited to State and local governments and recipients of Federal research grants, shall clearly state:

(1) the percentage of the total costs of the program or program which will be financed with Federal money;

(2) the dollar amount of Federal funds for the program or program; and

(3) percentage and dollar amount of the total costs of the program or program that will be financed by nongovernmental sources.

3. **Pro-Children Act of 1994 Smoking Prohibitions.** In accordance with Title X, Part C of Public Law 103-227, the "Pro-Children Act of 1994," (20 U.S.C. § 7183), smoking may not be permitted within any indoor facility (or portion of such facility) owned or regularly used for the provision of health, day care, education or library services to children under the age of 18, if the services are funded by Federal programs whether directly or through State or local governments. Federal programs include grants, cooperative agreements, loans and loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions or facilities and used inpatient drug or alcohol treatment.

The above language must be included in any subawards that contain provisions for children's services and that all sub-grantees shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day, administrative compliance, or both.

4. **Human Trafficking Provisions.** This TWC grant award is subject to the requirements in § 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104). The full text of this requirement is found on the HHS Web site at:  
<https://www.acf.hhs.gov/grants/award-term-and-condition-for-trafficking-in-persons>.

5. **Religious Activity Prohibitions.** Pursuant to 45 C.F.R. Part 87, this TWC grant award, subawards, or contracts under the TANF program shall not be used to support inherently

religious activities such as religious instruction, worship, or proselytization. Therefore, organizations must take steps to separate, in time or location, their inherently religious activities from the services funded under these programs.

This provision shall not be interpreted to prohibit making subawards to, or contracting for goods or services with any religious institution or entity.

6. **Construction Prohibitions.** Unless superseded by program-specific regulations, this TWC grant award may not be used for construction or the purchase of land.

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## GENERAL TERMS AND CONDITIONS

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### **1. Legal Authority.**

The Texas Workforce Commission (TWC) is responsible for administering an integrated workforce development system, including job training, employment, employment related educational programs, and the unemployment compensation insurance program, under the authority of Texas Labor Code § 302.021. TWC has the authority to enter into contracts and administer programs pursuant to Texas Labor Code § 302.002(b).

### **2. Purpose.**

This grant award sets forth the responsibilities and obligations of TWC, the other party(ies) to this grant (hereinafter identified as the Grantee), and its Fiscal Agent (if different from the Grantee), with respect to the implementation and administration of the program defined within the Request for Applications (RFA) and the Grant Application.

### **3. Grant Performance.**

3.1 The Grantee agrees to perform under this grant award in accordance with the commitments established within the RFA and the Grant Application. Services under this award shall be provided in compliance with:

- all applicable federal and state laws, regulations, and rules;
- all TWC policies and procedures or guidance materials incorporated herein by specific reference; and
- all terms and conditions of this grant award.

3.2 The Grantee has, or shall obtain within forty-five (45) days, personnel capabilities necessary to implement project requirements and to ensure compliance with this grant award.

3.3 The Grantee shall notify TWC in writing, within ten (10) calendar days, of any change in key personnel assigned to the implementation and administration of this grant award. Key personnel are defined for the purposes of this grant award, as those personnel whose oversight and guidance is essential to the work being performed hereunder and whose knowledge,

qualifications, and experiences are critical to the achievement of the objectives of this grant award.

3.4 In consideration of the Grantee's full and satisfactory performance of the specified services, TWC shall be liable to the Grantee in accordance with the terms and limitations established within this grant award.

3.5 Except with respect to defaults of contractors or subrecipients, no liability or loss of rights hereunder shall result to either party from delay or failure in performance (including any failure by the grantee to progress in the performance of the work) if such failure arises out of causes beyond the reasonable control and without the default or negligence of the party affected. Such causes may include but are not limited to acts of God, acts of a public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, serious labor disputes, shortage of or inability to obtain material or equipment, and unusually severe weather. In every case, however, the failure to perform must be beyond the control and without the fault or negligence of the party affected.

#### **4. Administrative Requirements.**

4.1 This grant award shall be construed, interpreted, and applied in accordance with the laws of Texas, excluding its choice of law rules.

4.2 If any of the provisions of this grant award shall contravene or be invalid under the laws of the United States or the State of Texas, such contravention or invalidity shall not invalidate the entire grant award. It shall be construed as if not containing the particular provision or provisions held to be invalid, and the rights and obligations of the parties shall be construed and enforced accordingly. The Grantee and TWC shall endeavor to agree on a mutually acceptable alternative provision.

In the event of a conflict between such laws and regulations and the terms and conditions of this grant award, precedence shall be given to the laws and regulations.

4.3 This grant award between the Grantee and TWC shall conform to the administrative requirements found in:

- The Office of Management and Budget (OMB) Uniform Guidance (UG), 2 Code of Federal Regulations (C.F.R.) Part 200, as supplemented by the Uniform Grant Management Standards (UGMS);
- TWC Rules in 40 Texas Administrative Code (TAC) Part 20;
- TWC's Financial Manual for Grants and Contracts (FMGC); and
- any directives specified by TWC issuance except as otherwise specifically authorized by TWC in writing.

4.4 All costs must conform to cost principles found in:

- any specific term or condition within the RFA, Grant Application, grant award and attachments;
- OMB UG, 2 C.F.R. Part 200, or 48 C.F.R. Part 31 (as applicable), as supplemented by UGMS;
- TWC's FMGC; and
- any TWC directives, as applicable.

4.5 In addition to the other requirements herein, commercial organizations will be subject to the administrative provisions of 48 C.F.R. § 31.103 and the cost principles and procedures in 48 C.F.R. Part 31, Subpart 31.2. The process for determining reimbursable costs in contracts with commercial organizations shall incorporate the cost principles and procedures in 48 C.F.R. Part 31, Subpart 31.2.

**5. Surety Requirements (Includes Public Education Institutions).**

5.1 The Grantee understands and agrees that it shall be liable to repay to TWC any funds not expended in accordance with this grant or determined to be expended in violation of the terms of this grant and under OMB UG, 2 C.F.R. Part 200, including loss arising from a fraudulent or dishonest act of the Grantee's officers and employees holding positions of fiduciary trust.

5.2 All repayment made by the Grantee to TWC pursuant to Section 5.1 of these General Terms and Conditions (GTCs) shall be from non-federal funds.

5.3 The Grantee's failure to make repayment to TWC within thirty (30) days after demand may result in legal actions to recover such funds and any additional costs incurred by TWC, including allowable interest.

## **6. Bonding Requirements.**

Entities backed by a taxing authority are exempt from the following bonding requirements. Examples of entities that are backed by a taxing authority include, but are not limited to public colleges, public universities, independent school districts, and consolidated school districts.

6.1 The funds provided by this grant award shall be included in coverage provided by a fidelity bond that indemnifies TWC against loss arising from a fraudulent or dishonest act of the Grantee's officers and employees holding positions of fiduciary trust.

6.2 The Grantee shall obtain a bond sufficient to cover the largest cumulative amount of all cash requests submitted by a grantee on any given day or the cumulative amount of funds on hand at any given point. This determination shall be made by aggregating the cumulative amounts drawn from TWC by the Grantee during any consecutive three-day period.

Under no circumstances shall TWC disburse to the Grantee an amount of cash that exceeds the bond amount.

6.3 The bond shall be executed by a corporate surety or sureties holding Certificates of authority, authorized to do business in the State of Texas, and acceptable to TWC.

If a surety upon a bond loses its authority to do business in the State of Texas, or the bond is cancelled, reduced, or otherwise amended, the Grantee shall immediately notify TWC and provide a replacement bond adequate to cover the terms and conditions of this section. Until such time that, an adequate replacement bond is secured by the insurer and provided to TWC, no further disbursements shall be made to the Grantee.

6.4 The Grantee shall be the insured entity and TWC shall be the assigned Certificate holder. A copy of the bond shall be forwarded to:

Texas Workforce Commission  
Financial Operations - Contracts Payable

101 East 15th Street

Austin, Texas 78778 – 0001

6.5 The failure of the Grantee to provide evidence of the required bond within fifteen (15) calendar days of the beginning date of this grant award may result in termination of the grant award.

6.6 The Grantee will include the substance of the provisions of this section in any subcontracts for goods or services under this grant award.

**7. Rights in Data, Products, or Inventions.**

7.1 TWC may reproduce, prepare derivative works, distribute copies to the public, perform publicly and display publicly, by or on behalf of TWC any data, product, or invention developed under this grant award or purchased with funds from this grant award.

7.2 Excluding copyrighted, licensed, and public domain software, the Grantee grants to TWC and its designated representatives, unlimited rights to any data, databases, or data processing programs first developed, produced, or delivered under this grant award. Such data includes recorded information regardless of form or media.

7.3 Upon termination of this grant award, whether for cause or convenience, all finished or unfinished documents, records, reports, photographs, etc. prepared by the Grantee shall, at the option of TWC, become the property of TWC.

In the event of such termination, the Grantee may be requested to transfer title and deliver to TWC any property or products the Grantee has acquired or produced in performance of the grant award.

7.4 All data and rights necessary to fulfill the Grantee's obligations to TWC under this grant award must be secured and obtained from its contractors and subrecipients.

If a contractor or subrecipient refuses to accept terms affording TWC such rights, the Grantee shall promptly bring such refusal to the attention of TWC.

7.5 TWC and its officers, agents and employees are indemnified against liability, including costs, for infringement of any United States patent (except a patent issued upon an application

that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U. S. Code (U.S.C.) § 181) arising out of the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification, or repair of real property under this grant award, or out of the use or disposal by or for the account of TWC of such supplies or construction work.

7.6 TWC retains non-exclusive, nontransferable, irrevocable, paid-up license to practice, or have practiced the subject invention throughout the world with respect to any invention resulting from activities funded by this grant award in which the Grantee retains title.

## **8. Prevention of Fraud.**

8.1 The Grantee shall establish and implement procedures for preventing, reporting, investigating, and taking appropriate legal and/or administrative action concerning any fraud, program abuse, possible illegal expenditures, unlawful activity, violations of law, or TWC rules, policies, and procedures occurring under this grant award.

8.2 Any member of the Grantee's staff or Grantee's contractor's or subrecipient's staff having knowledge of suspected fraud, program abuse, possible illegal expenditures, unlawful activity, violations of law or TWC rules, policies and procedures occurring under this grant award, shall report such information to TWC's Office of Investigations no later than five (5) business days from the date of discovery of such act.

8.3 An Incident Report regarding such an act must be submitted to:

Texas Workforce Commission  
Office of Investigations  
101 East 15th Street, Room 230  
Austin, Texas 78778-0001

8.4 The Grantee shall establish and implement reasonable internal program management procedures sufficient to ensure that its employees, participants, contractors and subrecipients are aware of TWC's Fraud and Program Abuse Hotline (1-800-252-3642) and that Hotline posters are displayed to ensure maximum exposure to all persons associated with or having an interest in the programs or services provided under this grant award.

8.5 Except as provided by law or court order, the parties to this grant award shall ensure the confidentiality of all reports of violations, as listed above. Neither the Grantee nor TWC shall retaliate against any person filing a report.

8.6 Upon review of submitted reports, TWC's Office of Investigations may elevate the report to the appropriate federal authority, accept the case for investigation and/or action at the state level, or return the case to the Grantee, or Grantee's contractor or subrecipient, for action including, but not limited to, the following:

- further investigation;
- referral for prosecution under the Texas Penal Code, or other state or federal laws; and/or
- other corrective action, as may be appropriate.

8.7 When referred back to the Grantee, the Grantee shall ensure that a final investigation closing report is submitted to TWC's Office of Investigations after all feasible avenues of investigation and legal and/or corrective action have been taken.

## **9. Preventing Conflict of Interest.**

9.1 The Grantee shall take every reasonable course of action to maintain integrity in the expenditure of these public funds and to avoid favoritism and questionable or improper conduct.

9.2 The Grantee shall administer this award in an impartial manner, free from efforts to gain personal, financial, or political benefit, tangible or intangible. The Grantee and its executive staff and employees, while administering this grant award shall avoid situations, which could give the appearance that any decision was influenced by prejudice, bias, special interest or desire for personal gain.

9.3 The Grantee assures that no person shall participate in any decision relating to any subcontract which affects his/her personal pecuniary interest including, but not limited to:

- employees, contractors or subrecipients of the Grantee; or

- persons who exercise any function or responsibility in the review or approval of the undertaking or carrying out of this grant award.

9.4 The Grantee shall maintain on file, and make available for inspection by TWC, a statement submitted by each Grantee employee, contractor, subrecipient or governing body member disclosing any interest, fact or circumstance, which does or may present a potential conflict of interest. Such conflict of interest disclosure statements shall be updated, as circumstances require, but at least annually.

The above paragraph shall serve as a minimum standard and shall not be construed as to limit the Grantee's authority for more restrictive governance to prevent real and/or apparent conflicts of interest.

## **10. Grant Provisions.**

10.1 The Grantee shall comply with the following:

- Rehabilitation Act of 1973 § 504, 29 U.S.C. § 794, as amended;
- Titles VI and VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d et seq., and 2000e-16, as amended;
- Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1688, as amended;
- The Age Discrimination Act of 1975, 42 U.S.C. § 6101 et seq., as amended;
- The Americans with Disabilities Act, 42 U.S.C. § 12101 et seq., as amended;
- Women in Apprenticeship and Non-traditional Occupations Act, 29 U.S.C. § 2501, et seq.;
- Applicable provisions of the Clean Air Act, 42 U.S.C. § 7401 et seq., and the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.;
- The rights and responsibilities for charitable and faith-based providers set forth in the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA) § 104, 42 U.S.C. § 604a, as applicable; and
- The Job Training or Employment Assistance Programs, Services, and Preferences Available to Veterans, as set forth in the Texas Labor Code §§ 302.151-302.153.

10.2 TWC and the Grantee may not deny services under this grant award to any person and are prohibited from discriminating against any employee, applicant for employment, or beneficiary because of race, color, religion, sex, national origin, age, physical or mental disability, temporary medical condition, political affiliation or belief, or citizenship.

10.3 The Grantee shall ensure that the evaluation and treatment of employees and applicants for employment are free from discrimination.

10.4 The Grantee shall make a reasonable effort to meet the state goal on subcontracts and supplier contracts to historically underutilized businesses certified by the State of Texas, as defined in Texas Government Code § 2161.001, including any certified women or minority owned businesses or enterprises.

10.5 The Grantee shall adopt and implement applicable provisions of the model HIV/AIDS workplace guidelines of the Texas Department of State Health Services as required by the Texas Health and Safety Code § 85.001 et seq. (Applicable to state agencies only).

## **11. Contractors and Subrecipients.**

The Grantee assures that the performance rendered by all contractors and subrecipients shall comply with all the terms and provisions of this grant award as if the performance were rendered by the Grantee and shall require such contractors and subrecipients to comply with all requirements, as covered in this grant award.

## **12. Records: Retention, Confidentiality, and Access.**

12.1 The Grantee shall retain financial and supporting documents, statistical records, and any other records pertinent to the services provided under this grant for which a claim or report was submitted to TWC. These supporting records and documents must be kept for a minimum of three (3) years after final payment and all other pending matters are closed out.

12.2 The Grantee shall establish and maintain a method to secure the confidentiality of records and other information relating to clients in accordance with applicable federal and state laws, rules, and regulations. This provision shall not be construed, as limiting TWC's right

of access to client case records or other information relating to clients served under this contract.

12.3 The Grantee shall grant access and the right to examine, copy, or mechanically reproduce, all reports, books, papers, documents, automated data systems, and other records pertaining to this contract from Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m., local time, excluding state or federal holidays. Such rights of access and examination are granted to the duly authorized representatives of:

- the United States Department of Agriculture;
- the United States Department of Education;
- the United States Department of Health and Human Services;
- the United States Department of Labor;
- the Comptroller General of the United States;
- the General Accounting Office;
- the State Auditor's Office (SAO);
- the TWC; and
- other state and federal auditing agencies.

12.4 Such rights to access under paragraph 12.3 of this section shall continue as long as the Grantee retains the records.

12.5 TWC, and any of its authorized representatives, shall have timely and reasonable access to all Grantee records and personnel related to this grant award for the purpose of inspection, monitoring, auditing, evaluation, interview, and discussion.

### **13. Monitoring, Audits, and Evaluations.**

13.1 The Grantee shall supply to TWC an audit that is in compliance with the Single Audit Act of 1984, as amended July 1996, 31 U.S.C., Chapter 75, and OMB UG, 2 C.F.R. Part 200, Subpart F, applicable at the time costs were incurred.

13.2 TWC reserves the right to conduct, or cause to be conducted, an independent audit of all funds received by the Grantee under this grant award. Such an audit may be performed by

the local government audit staff, a certified public accounting firm, or other auditors as designated by TWC and must be conducted in accordance with applicable federal rules and regulations, grant award guidelines, and established professional standards and practices.

13.3 The Grantee understands that acceptance of funds under this grant award acts as acceptance of the authority of the SAO, or any successor agency, to audit or investigate the expenditure of funds under this grant award or any subcontract. The Grantee further agrees to cooperate fully with the SAO or its successor, including providing all records requested. The Grantee will ensure that this clause concerning the authority to audit funds received indirectly by contractors and subrecipients through the Grantee and the requirement to cooperate is included in any subcontract it awards.

13.4 The Grantee shall develop and maintain a contractor or subrecipient monitoring system, acceptable to TWC, covering any contract or subrecipient it awards from this grant award.

Complete records of all monitoring performed by the Grantee shall be maintained and made available to TWC during such subcontract performance periods and for as long thereafter as an unresolved deficiency may require.

13.5 TWC reserves the right to conduct or cause a designee to conduct monitoring and evaluation studies of the performance of the Grantee or any contractor or subrecipient for services rendered under this grant award.

TWC retains the right to perform such monitoring and evaluation studies that it determines necessary and will report preliminary results to the Grantee and any contractor or subrecipient before the monitoring and evaluation is concluded and the final results are made a matter of record.

13.6 If a charitable or faith-based organization who is a contractor or subrecipient to the Grantee establishes a separate account for the government funds provided through this grant award, then only the services and activities supported by those funds will be subject to audit by TWC or its duly authorized representatives.

13.7 The Grantee shall cooperate with any audit or examination conducted pursuant to this section.

#### **14. Dispute Resolution.**

14.1 To the extent applicable under state and federal law, a Grantee's claim for breach that the parties cannot resolve in the ordinary course of business shall be submitted to the dispute resolution process provided for in 40 TAC, Chapter 800, Subchapter K, as further described in this section.

- To initiate the process, the Grantee shall submit written notice to TWC's contract manager. Said notice shall specifically include the information required by 40 TAC § 800.453, as well as other supporting documentation or other tangible evidence to facilitate TWC's evaluation of the Grantee's claim.
- Neither the execution of this grant award by TWC nor any other conduct of any representative of TWC relating to this grant award or the dispute resolution process described herein shall be considered a waiver of sovereign immunity to suit.

14.2 Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by the Grantee, in whole or in part.

#### **15. Sanctions and Penalties.**

15.1 The Grantee acknowledges and accepts that special conditions may be imposed by TWC, and certain enforcement remedies exercised (set forth within OMB UG, 2 C.F.R. Part 200) if the Grantee has been designated as a "high risk" grantee. Special conditions or restrictions could include:

- payment on a reimbursement basis;
- withholding authority to proceed to the next project phase until receipt of evidence of acceptable performance;
- additional and more detailed financial reporting;
- additional project monitoring;
- requiring the Grantee to obtain technical or management assistance;

- establishing additional prior approvals; or
- other conditions or restrictions appropriate to the circumstances.

15.2 The Grantee acknowledges and accepts that failure of the Grantee to comply with any provision of this grant award, whether stated in a federal or state statute or regulation, Commission rules, an assurance, a certification, an application or TWC policies or procedures referenced in a grant award may subject the Grantee to sanctions and enforcement or remedial measures appropriate to the circumstances, including temporary withholding of cash payments, disallowance of costs, whole or partial suspension of the award, withholding of further awards, or other remedies that may be legally available.

## **16. Appeals.**

Any sanctions or penalties imposed under this grant may be appealed pursuant to Texas Government Code, Chapter 2260.

## **17. Changes and Amendments.**

17.1 This grant award, and all documents or subsequent agreements referenced herein, is the entire agreement between the parties. All oral or written agreements between the parties hereto relating to the subject matter of this grant award that were made prior to the execution of this grant award have been reduced to writing and are contained or referenced herein.

17.2 Any alterations, additions, or deletions to the terms of this grant award required by changes in federal or state law or by regulations are automatically incorporated into this grant award without written amendment hereto and shall become effective on the date designated by such law or regulation.

17.3 To ensure effective performance under this grant award, all parties agree that TWC may amend performance requirements during this grant period, to interpret or clarify a change in federal or state law, rules or regulations, by issuing formal directives to establish or clarify such performance requirements.

- After a period of no less than thirty (30) days subsequent to written notice (unless more rapid implementation is required by law) such formal directives shall have the

effect of qualifying the terms of this grant award and shall be binding upon the Grantee and TWC as if written herein.

- Such TWC directives shall not alter the terms of this grant award to relieve the TWC of any obligation specified in this grant award to reimburse the Grantee for costs properly incurred prior to the effective date of such formal directives.

17.4 Except as specifically provided by Sections 17.1, 17.2 and 17.3 of these GTCs, any additions, alterations, deletions, or extensions, to the terms of this grant award shall be by amendment hereto in writing and executed by all parties to this grant award except for budget line item changes, which shall be processed pursuant to Financial Requirements, Section I, Expenditure Limitations attached to this grant award. Any other attempted changes, including oral modifications, written notices that have not been signed by all parties, or other modifications of any type, shall be invalid.

17.5 TWC reserves the sole option to renew or extend this grant award after the initial period. Such renewal will be based upon a compliance review and TWC's continuing need for the services. TWC may consider a written request for renewal or extension submitted by the Grantee. Such written request must be received by TWC no later than thirty (30) calendar days prior to the expiration of this grant award.

## **18. Termination.**

18.1 This grant award may be terminated without cause, in whole or in part, by TWC whenever it determines that such termination is in the best interest of TWC or the State.

18.2 Either party may terminate this grant award for breach, pending completion of any reports or audits required by TWC. Such termination shall be effective upon receipt of written notification of termination, provided no less than sixty (60) days in advance.

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## FINANCIAL REQUIREMENTS

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### 1. Expenditure Limitations.

1.1 TWC is liable to the Grantee in an amount equal to, but not in excess of, the lesser of the amount of the grant or the actual allowable costs incurred by the Grantee in rendering the performance specified in the RFA, and Grantee's Application and any attachments subject to the following provisions:

- The limitations established within the program budget documents.
- TWC receives a verified statement, prepared in accordance with the requirements set forth by TWC, of current and/or expenditures incurred under this grant according to the instructions specified in TWC's FMGC, and additional TWC issuances.
- TWC shall not be liable for expenditures made in violation of the legal authorities cited in this grant, or any other law or regulation applicable to a specific service performed under this grant.
- TWC shall not be liable to the Grantee for costs incurred or performances rendered by the Grantee or its contractors or subrecipients before commencement of this grant or after termination of this grant, other than allowable administrative costs unless approved in writing by an authorized representative of TWC.
- TWC shall not be liable for any costs incurred by the Grantee in the performance of this grant which have not been billed to TWC within sixty (60) days following termination or expiration of this grant.

1.2 The Grantee agrees that all funds provided through this grant, including any funds expended under subcontracts, shall be expended for authorized activities, and that no expenditures will have as their objective the funding of religious worship, instruction, or proselytization.

This provision shall not be interpreted to prohibit the Grantee from contracting or making subawards for goods or services with any religious institution or entity.

1.3 Notwithstanding any other provisions of this grant, the parties hereto understand and agree that TWC's obligations for costs incurred or performances rendered by the Grantee under this grant are contingent upon receipt of adequate funds from federal and state sources to meet TWC's liabilities hereunder. This grant is subject to revision upon actual receipt of funds from federal or state sources.

1.4 The Grantee understands and agrees that it shall repay to TWC any funds determined to be expended in violation of the terms and conditions of this grant subject to the following:

- The Grantee shall be liable for such funds and shall repay such funds even if a Grantee's contractor or subrecipient made the improper expenditure.
- All repayments made by the Grantee must be from non-federal funds.
- Failure to repay such funds within thirty (30) days after demand may result in legal actions to recover such funds and/or additional costs, including allowable interest.

1.5 Responsibility for disallowed costs and other liabilities under this grant are as follows:

- First Priority: The Grantee shall recover funds from the subcontractor or subrecipient incurring the liability and utilize such funds to retire the liability to TWC.
- Second Priority: The Grantee shall recover funds from an insurance carrier or bond issuer and utilize such funds to retire the liability to TWC.
- Third Priority: The Grantee shall use available stand-in costs to resolve the disallowed costs or other liability to TWC.

1.6 Any change in the amount of a budget line item requires the prior written approval and the subsequent change to the line item amount in the Cash Draw and Expenditure Reporting (CDER) System by the designated TWC Grant Manager.

1.7 No cost that was prohibited under the Request for Applications (32021-00029) shall be charged to this grant.

1.8 Indirect costs, if any, charged to this grant must result from proper application of an indirect cost rate approved by the Grantee's federal cognizant agency for indirect costs or other authorized entity, as appropriate, a de minimis rate as described in 2 C.F.R. § 200.414, or a rate negotiated with TWC.

1.9 Administrative costs charged to this grant shall not exceed five percent (5%) of the total final expenditures incurred under this grant.

## **2. Obligation and Deobligation of Funds.**

Notwithstanding the provisions of Section 17 of the GTCs, the following provisions apply to the obligation and deobligation of funds under this grant:

2.1 TWC shall not be liable to the Grantee for any excess or erroneous funding obligations and retains the right to unilaterally deobligate such funds.

2.2 TWC may obligate additional funds under this grant or deobligate funds previously obligated under this grant at the sole discretion of TWC.

2.3 TWC may deobligate funds if performance and/or expenditures are not meeting a detailed program plan and implementation schedule; and/or expenditure projections at the following intervals:

- twenty-five percent (25%) of the grant period;
- fifty percent (50%) of the grant period; and,
- seventy-five percent (75%) of the grant period.

2.4 TWC shall provide written notification to the Grantee in the form of either a letter of notification or a grant amendment in the case of an additional obligation or deobligation of funds at least ten (10) business days in advance of the revision taking effect.

## **3. Financial Reporting**

3.1 The Grantee shall electronically submit an accurate monthly financial report, including accrued expenditures and obligations, no later than 11:59 p.m. Central Time on the 20th day of each month through TWC's on-line CDER system. To the extent applicable, the Grantee will comply with the instructions specified in 40 TAC §§ 800.52 and 800.72; TWC's FMGC; WD Letter 04-15, Change 2 including subsequent issuances; and additional TWC issuances. If the Grantee does not meet established reporting deadlines, late notifications will be issued and access to funds may be disabled as specified in those issuances.

3.2 The Grantee shall electronically submit a financial closeout package through the closeout module of the CDER system no later than 11:59 p.m. Central Time on the 60th day from the grant end date. If TWC exercises its option to renew a grant, TWC may require that a separate financial closeout package be submitted through the CDER system no later than 11:59 p.m. Central Time on the 60th day from the end of the grant period immediately preceding any such renewal, or another date specified by TWC. The Grantee shall submit the financial closeout package according to the instructions specified in 40 TAC §§ 800.52 and 800.72; TWC's FMGC; WD Letters 44-05 and 04-15, Change 2 including subsequent issuances; and additional TWC issuances.

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**CERTIFICATIONS**

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The Applicant is required to comply with certain state and federal provisions. The Applicant must read and acknowledge these certifications by completing the form, signing where provided and returning these certifications with the Application.

**Eligible Applicant.**

The Applicant certifies that the submitted Application is for an Eligible Applicant as defined in Request for Applications (RFA) [32021-00029](#).

**1. General and Special Terms and Conditions (TCs).**

The Applicant has read and agrees to comply with the TCs of the RFA. Any proposed exceptions to the TC's have been included in a Microsoft Word document submitted with the Application and, if accepted by TWC, included in the final grant award.

TWC reserves the right to consider exceptions, reservations, or limitations to the TC's of this RFA, in evaluating and awarding funds under this RFA. TWC will not consider an Applicant's request to modify further the TC's outside of what has been submitted with the Application.

It is understood that this Application constitutes an offer and, if accepted by TWC or renegotiated to acceptance, will form a binding agreement. Any alterations, additions, or deletions to the terms of this award required by changes in federal or state law or by regulations are automatically incorporated into this award without written amendment hereto and shall become effective on the date designated by such law or regulation.

**2. Financial Requirements and Reporting Requirements.**

The Applicant has read and agrees to comply with the Financial Requirements and Reporting Requirements contained in this Application. No exceptions or modification of the Financial Requirements or Reporting Requirements will be considered.

It is understood that this Application constitutes an offer and, if accepted by TWC or renegotiated to acceptance, will form a binding agreement.

### **3. Lobbying.**

This Certification is required by the Federal Regulations, implementing the Program Fraud and Civil Remedies Act, 31 U.S.C. § 1352, for the U.S. Department of Agriculture (2 C.F.R. Part 418), U.S. Department of Labor (29 C.F.R. Part 93), U.S. Department of Education (34 C.F.R. Part 82), and the U.S. Department of Health and Human Services (45 C.F.R. Part 93).

The undersigned, on behalf of the Applicant, certifies that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31, U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten

thousand dollars (\$10,000.00) and not more than one hundred thousand dollars (\$100,000.00) for each such failure.

**4. Debarment, Suspension, and Other Responsibility Matters.**

This certification is required by the Federal Regulations, implementing Executive Order 12549, Government-wide Debarment and Suspension, for the U.S. Department of Agriculture (2 C.F.R. Part 417), U.S. Department of Labor (2 C.F.R. Part 2998), U.S. Department of Education (2 C.F.R. Part 3485), and the U.S. Department of Health and Human Services (2 C.F.R. Part 376).

The undersigned certifies that neither it nor its principals:

1. are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
2. have, within a three-year period preceding this grant award, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant award under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. are presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses identified in this certification; and
4. have had, within a three-year period preceding this grant award, one (1) or more public transactions terminated for cause or default.

**5. Drug-Free Workplace.**

This certification is required by the Federal Regulations, implementing the Drug-Free Workplace Act §§ 5151-5160 (41 U.S.C. § 701 et seq., as amended), for the U.S. Department of Agriculture (2 C.F.R. Part 421), U.S. Department of Labor (29 C.F.R. Part 94), U.S. Department of Education (34 C.F.R. Part 86), and the U.S. Department of Health and Human Services (2 C.F.R. Part 382).

The undersigned certifies that it shall provide a drug-free workplace by:

1. Publishing a policy statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the consequences of any such action by an employee;
2. Establishing an ongoing drug-free awareness program to inform employees of the dangers of drug abuse in the workplace; the organization's policy of maintaining a drug-free workplace; the availability of counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed on employees for drug abuse violations in the workplace;
3. Providing each employee with a copy of the policy statement;
4. Notifying the employees in the policy statement that as a condition of employment under this grant award, employees shall abide by the terms of the policy statement and notifying the employer in writing within five (5) days after any conviction for a violation by the employee of a criminal drug statute in the workplace;
5. Notifying TWC within ten (10) days of receipt of a notice of a drug conviction of an employee; and
6. Taking appropriate personnel action against an employee convicted of violating a criminal drug statute or requiring such employee to participate in a drug abuse assistance or rehabilitation program.

**6. Levies, Liens, and Unresolved Audit Exceptions.**

The undersigned certifies that the Applicant has no outstanding debts that will result in liens or levies being placed on payments received from TWC and that it owes no funds to TWC, including unresolved audit exceptions. An unresolved audit exception is an exception for which the business entity has exhausted all administrative and judicial remedies and also refuses to comply with resulting written demands for payment from TWC.

**7. State Assessment Certification**

The Applicant certifies that both of the following statements are true and correct and that the Applicant understands making a false statement is a material breach of contract and is grounds for cancellation of this grant award:

- It is current in Unemployment Insurance taxes, Payday and Child Labor Law monetary obligations, and proprietary school fees and assessments payable to the State of Texas.
- It has no outstanding Unemployment Insurance overpayment balance payable to the State of Texas.

#### **8. Prohibition on Certain Bids and Contracts.**

Pursuant to Texas Government Code § 2155.006, a state agency may not accept a bid or award a contract that includes proposed financial participation by a person who, during the five-year period preceding the date of the award, has been either convicted of violating federal law or assessed a penalty in a federal, civil, or administrative enforcement action, in connection with a contract awarded by the federal government for relief efforts as a result of Hurricane Rita, Hurricane Katrina, or any other disaster occurring after September 24, 2005, or in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts.

Under Texas Government Code § 2155.006, the Applicant certifies that the individual or business entity named in this Application is not ineligible to receive the specified award and acknowledges that the resulting grant award may be terminated and payment withheld if this certification is inaccurate.

#### **9. Unfair Business Practices.**

The undersigned certifies that the Applicant has not been found guilty of unfair business practices in a judicial or state agency administrative proceeding during the preceding year. The undersigned further affirms that no officer of the Applicant has served as an officer of any company found guilty of unfair business practices in a judicial or state agency administrative proceeding during the preceding year.

#### **10. Texas Family Code.**

The undersigned certifies that the Applicant is not ineligible, pursuant to Texas Family Code § 231.006, to receive the award funds and acknowledges that any grant award resulting from this RFA may be terminated and payment may be withheld if this certification is inaccurate. If a board member, corporate officer, individual, or controlling officer of the awardees' Fiscal Agent

(as applicable) is more than thirty (30) days in arrears in the payment of an obligation to pay child support, the awardee acknowledges that payments under the grant award resulting from this RFA may be suspended and/or the grant canceled.

**11. Restrictions on the Use of Certain Public Subsidies.**

Pursuant to Texas Government Code § 2264.051, a business that applies to receive a public subsidy from a state agency shall certify that the business, or a branch, division, or department of the business does not and will not knowingly employ an undocumented worker as defined in Texas Government Code § 2264.001(4).

The Applicant certifies that it does not knowingly employ an undocumented worker, as defined by Texas Government Code § 2264.051. The Applicant further certifies that it shall establish and implement reasonable internal program management procedures sufficient to ensure its compliance with Texas Government Code § 2264.051. The Applicant certifies that it will enter into a written agreement with its Subrecipient's Subcontractors, working on or having an interest in the programs provided by this grant award regarding the unlawful employment of undocumented workers and advising the Subrecipient's Subcontractors of the penalties that the Subcontractors will incur if convicted of the unlawful employment of undocumented workers.

Texas Government Code § 2264.052 mandates that a business convicted of a violation under 8 U.S.C. § 1324a(f) (unlawful employment of undocumented workers), shall repay the amount of the public subsidy with interest not later than the 120th day after the entity is notified of the violation. In accordance with Texas Government Code § 2264.053, TWC has determined that if an entity is convicted of such a violation, the interest rate to be applied to the public subsidy is fifteen percent (15%).

**12. Certification Concerning Dealings with Public Servants.**

Applicant represents and warrants that it has not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the submitted Application.

**13. Conflicts of Interest.**

Applicant represents and warrants that Applicant has no actual or potential conflicts of interest in providing services to the State of Texas under this RFA and Applicant's provision of services under this RFA would not reasonably create an appearance of impropriety. Applicant must disclose any existing or potential conflict of interest it may have in contracting with TWC.

**14. Franchise Tax Certification.**

Applicant certifies that it is exempt or not delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171 of the Texas Tax Code.

**15. Compliance with Antitrust Laws.**

Pursuant to Texas Government Code § 2155.005, Applicant certifies that neither Applicant nor any firm, corporation, partnership, or institution represented by Applicant, or anyone acting for such a firm, corporation or institution has (1) violated the antitrust laws of the State of Texas under Texas Business & Commerce Code, Chapter 15, or the federal antitrust laws; or (2) communicated directly or indirectly the Application to any competitor or any other person engaged in such line of business during the procurement process.

**16. Compliance with Contracting with State Agency Executive Head.**

Applicant certifies that it is in compliance with Texas Government Code § 669.003, relating to contracting with executive head of a state agency. Enter the name of any current or former executive head of a Texas state agency that is currently employed by Applicant below:

Name of Former Executive: N/A

Name of State Agency: [Click or tap here to enter text.](#)

Date of Separation from State Agency: [Click or tap here to enter text.](#)

Position with Applicant: [Click or tap here to enter text.](#)

Date of Employment with Applicant: [Click or tap here to enter text.](#)

All such disclosures will be subject to administrative review and approval prior to TWC entering into any contract with Applicant. Applicant acknowledges that the grant award may be terminated at any time, and payments withheld, if this information is false.

**17. Certification Concerning Financial Participation.**

Under Texas Government Code § 2155.004(a), Applicant certifies that neither it nor any person or entity which will participate financially in the award has received compensation for participation in the preparation of specifications for this RFA. Further, under Texas Government Code § 2155.004(b), Applicant certifies that the individual or business entity named in this Application is not ineligible to receive the specified award and acknowledges that the resulting grant award may be terminated and payment withheld if this certification is inaccurate.

**18. Certification Concerning Restricted Employment for Former State Officers or Employees Under Texas Government Code § 572.069.**

Applicant certifies that it has not employed and will not employ a former TWC or state officer who participated in a procurement or contract negotiation for TWC involving Applicant within two years after the state officer or employee left state agency employment or service.

This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.

**19. Receipt of Appropriated Funds**

Applicant represents and warrants that TWC's payments to Applicant and Applicant's receipt of appropriated or other funds under the Agreement are not prohibited by Sections 556.0055, regarding Restrictions on Lobbying Expenditures, or 556.008, regarding Compensation Prohibition, of the Texas Government Code.

**20. Federal Funding Accountability and Transparency Act (FFATA)**

If applicable, in accordance with the reporting requirements established by the Federal Funding Accountability and Transparency Act (FFATA) of 2006, Pub. L. 109-282, as amended by Pub. L. 110-252, title VI, § 6202(a), June 3, 2008, according to the instructions specified in WD Letter 29-12 and subsequent issuances, Applicant certifies that it will comply with WD Letter 29-12 and subsequent issuances during the term of the grant, requiring full disclosure of all entities and organizations receiving federal funds.

Applicant certifies that its D-U-N-S® and SAM registrations will be active and current at the time of and throughout the grant award.

## **21. Acceptance of the Grant-Specific Requirements.**

The Applicant certifies its acceptance of the RFA, including attachments, if any, in its entirety and the requirements identified therein as well as this Application and attachments, if any.

### **Applicant's Signature**

These certifications are a material representation of fact upon which reliance will be placed when this grant award is made or entered into. Submission of this signed certification is a prerequisite for an Application to be evaluated and scored.

By signing, the Applicant certifies that:

1. all of the information in this Application, including all certifications herein, is, to the best of my knowledge, complete and accurate;
2. Applicant is in compliance with the **General and Special Terms and Conditions** and the **Financial Requirements** and acknowledges that continued compliance is a condition for the award of a grant;
3. the authorized representative hereby warrants that he or she has been fully authorized by the Applicant to complete the Certifications on behalf of the Applicant, and validly and legally bind the organization to all the terms and conditions, performances, and provisions of the RFA;
4. if a grant is awarded, all program activity will be conducted in accordance with applicable Federal and State laws and regulations, TWC Certifications, RFA [32021-00029](#), and the Application.

**1. LEGAL APPLICANT NAME:** Girl Scouts of Northeast Texas

**2. ADDRESS (include street address, and mailing address, if different):** 6001 Summerside Drive, Dallas, TX 75252

**3. PAYEE NAME AND MAILING ADDRESS (if different from above):** N/A

**4. DUNS NO. (9-digit), if available:** 040397812

**5. FEDERAL TAX ID NO. (9-digit), State of Texas Comptroller Vendor ID No. (14-digit):** 75-1101571

**6. RECURRING TRANSACTION INDEX (RTI) No.:** [Click or tap here to enter text.](#)

**7. FILING NO. (Charter number assigned by Secretary of State):** 0010955501

**8. PROJECTED EXPENDITURES**

For Applicant's current fiscal year, Applicant's projected expenditures from federal or state awards exceed seven hundred and fifty thousand dollars (\$750,000).

Yes ☐ No ☒

**9. AUTHORIZED REPRESENTATIVE:**

Name: Jennifer K. Bartkowski


Title: Chief Executive Officer

Phone: 972-349-2428

Fax: 972-349-2499

Email: [jbartkowski@gsnetx.org](mailto:jbartkowski@gsnetx.org)

**10. SIGNATURE OF AUTHORIZED REPRESENTATIVE**

  
\_\_\_\_\_

**11. DATE**

10/27/20  
\_\_\_\_\_

\*Projected expenditures should include anticipated expenditures under all Federal grants including "pass through" federal funds from all state agencies, or all anticipated expenditures under state grants, as applicable.

Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards  
200.331 Requirements for Pass -Through Entities

**Grantee Name:** TEXAS WORKFORCE COMMISSION  
**Grantee DUNS:** 033278685  
**Contact Information:**  
**Awarding Official:** Courtney Arbour, Director of Workforce Development  
**Address:** 101 East 15th Street  
Austin, Texas 78778  
**Phone Number:** (512) 463-8326  
  
**Awarding FAIN:** 2101TXTANF  
**Federal Award Date:** 10/1/2020  
**Total Award Amount:** \$124,702,398.00  
**Description:** Temporary Assistance for Needy Families (TANF)  
  
**Agency:** Department of Health and Human Services - Administration for Children and Families  
**CFDA Description:** 93.558 - To provide grants to States, Territories, the District of Columbia, and Federally-recognized Indian Tribes operating their own Tribal TANF programs to assist needy families with children so that children can be cared for in their own homes; to reduce dependency by promoting job preparation, work, and marriage; to reduce and prevent out-of-wedlock pregnancies; and to encourage the formation and maintenance of two-parent families

<b>Board Area:</b> 29	<b>Provider:</b> Girl Scouts of Northeast Texas	<b>CFDA:</b>	<b>93.558</b>	<b>Total Award</b> <b>\$34,383.00</b>	<b>Indirect Rate</b> <b>5%</b>
			<b>TANF</b>		

Total by CFDA \$ 34,383

Research and Development Award: Y/N

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## REPORTING REQUIREMENTS

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**90-Day Status Report:** The 90-Day Status Report provides an update towards the grant program requirements at the midpoint of the grant, prior to camp start dates. The 90-Day Status report will include:

- Outreach, recruitment, and enrollment efforts;
- Prioritization of outreach to foster youth, students with disabilities, students from low-income families, and students from populations underserved in STEM;
- Effectiveness of procedures used to determine, document, and maintain eligibility documentation; and
- Effectiveness of the application process to enroll eligible students and gather required demographic information.

The 90-Day Status Report must be submitted to the designated TWC Grant Manager by the due date on the report template provided by the TWC Grant Manager.

**Ad-hoc Reports:** Ad hoc reports, as requested, by TWC to meet the potential need for timely information during the grant term.

**Monthly Expenditure Reports:** Electronically submit an accurate monthly expenditure report, including accrued expenditures and obligations, no later than 11:59 p.m. Central Time on the 20th day of each month through TWC's online CDER system.

**Financial Closeout Report:** Electronically submit a financial closeout package through TWC's CDER system no later than 11:59 p.m. Central Time on the 60th day from the grant end date. If TWC renews a grant, TWC reserves its right to require a financial closeout package at the end of the initial grant period and at the end of each renewal, or another date specified by TWC.

**Final Report:** A Final Report must be submitted to the designated TWC Grant Manager regarding the grant outcomes. The Final Report is due not later than thirty (30) days after the grant end date. The Final Report template will be provided by the TWC Grant Manager and shall include, but is not limited to:

- 1. a description of the program as administered by the Successful Applicant;
- 2. review of the activities accomplished and how such activities specifically benefited Texas middle school students;
- 3. key stakeholders including stakeholder contribution and contact information;
- 4. areas needing improvement, actions taken to remove obstacles, best practices, and lessons learned that can be implemented in future Camp Code Initiatives;
- 5. an analysis of pre- and post-survey results, specific to participant outlook toward workforce skills, technical skills, STEM education continuation, STEM careers, and overall program benefit;
- 6. completion of the following tables: and,

Camp Name	Camp Dates	Target Enrollments	Actual Enrollments	Total Number Completed	STEM Career or Career Pathway Most Closely Aligned

Total	NA				NA

DEMOGRAPHICS (Across all Camps)	Total
Number of Female Participants	
Number of Male Participants	
Number of Foster Youth Participants	
Number of Participants with Disabilities	
Number of Low-Income Participants	

RACE (Number of students by race and gender)	Female Total	Male Total
American Indian or Alaska Native		
Asian		
Black or African American		

RACE (Number of students by race and gender)	Female Total	Male Total
Native Hawaiian or Other Pacific Islander		
White		
Other		
Total		

SCHOOL TYPE	Female Total	Male Total
Public		
Private		
Charter		
Home		
Military		
Total		

7. other activities referenced in the Applicant's proposal.

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**WORK PLAN**

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Request for Applications (RFA) 32021-00029

Camp Code

Girl Scouts of Northeast Texas

**SECTION 1. EXECUTIVE SUMMARY.**

A clear and concise one (1) page summary of the program including: 1) name of organization; 2) total funding requested; 3) brief program description including number and length of camps and locations; 4) brief description of the coding/programming summer camp curriculum and how it engenders interest in careers in the IT sector; 5) number of eligible students to be served; and 6) average cost per eligible student.

Girl Scouts of Northeast Texas (GSNETX) requests grant funding of \$34,383 to provide two 5-day summer camps to teach coding to Texas middle school students and help them develop STEM confidence and competence. The two camps will be hosted at the STEM Center of Excellence, a GSNETX camp facility in South Dallas. The STEM Center of Excellence is a 92-acre living laboratory where students experience STEM and Outdoors in a unique Girl Scout environment designed to help students develop their STEM identity and ultimately get more students in the STEM workforce pipeline. The camps will be conducted to align with the Girl Scout Badge and Journey curriculum and partnership with a technology education company (such as CODESTREAM).

Camp information: *Camp Code: Think Like a Programmer* (Day Camp) will serve 50 students in grades 6-8 during June and July 2021. The two unique day camps will run from 9 am-4 pm, Monday – Friday, and will allow students to participate in interactive computational-thinking activities to learn how programmers solve problems. The program will be developed to ensure all skill levels are allowed to expand their confidence and knowledge. Students will explore how computers work, learn about algorithms, and create user-centered designs. Students will also be exposed to coding careers and STEM mentors. The camp will also

provide a daily outdoor opportunity such as hiking, swimming, archery, or high ropes courses to provide exercise and stimulation throughout the day. The cost per student is \$688.

## SECTION 2. DEMONSTRATED EXPERIENCE.

Provide a narrative describing the Applicant's experience in providing STEM summer camps for youth including: 1) brief description of the camps and services provided; 2) performance targets and outcomes achieved; 2) challenges experienced and how the challenges were addressed; 3) administering pre- and post- camp assessments; and, 4) best practices. In addition, please complete the Demonstrated Experience Table below:

Demonstrated Experience Table

Year of Camp	TWC Contract number, if it received TWC funding	Total Number of Camps	Total Students who participated	Total Students with Disabilities who participated	Total number of students in foster care enrolled	Total numbers of students from low-income families enrolled	Number of students enrolled from populations underserved in STEM
2020* Virtual setting	N/A	13	421	Not collected	Not collected	88	421
2019	N/A	21	725	Not collected	Not collected	245	725
2018	N/A	8	192	Not collected	Not collected	41	192

GSNETX does not have any current or previous TWC grant awards for reporting.

GSNETX does have previous grant management experience with federal funding that have been closed out to report:

- Texas Parks and Wildlife – Agreement number 503538
- USDA (Department of Natural Resources) – award number NR187442XXXXC011

- GSNETX is currently in year three of an AmeriCorps grant – Prime grant number 16AFHTX001.

Since the STEM Center of Excellence opened in 2018, GSNETX has completed three years of year-round programming, including summer day and residential camps, in addition to weekend workshops, clubs, events, and camping opportunities for youth. The STEM Center of Excellence is fully ADA accessible.

In 2019, ten weeks of day and residential STEM camps were delivered at the STEM Center of Excellence; and 32 weeks throughout the year of STEM workshops that included engineering, coding, cybersecurity, bio-medical engineering, robotics, botany, and astronomy.

The 2019 programming outputs/outcomes at the STEM Center of Excellence are:

- 17,543 STEM badges earned (Girl Scout badge curriculum)
- 2,333 girls served through STEM Workshops
- 2,389 youth served through STEM field trips
- 725 girls attended summer camp (day and residential)
- 46% of students were minority students; 20% of students are from low-income families; GSNETX does not collect foster care or disability information from our members.
- STEM Outcomes:
  - 69% of girls who visited STEM Center showed high interest in STEM
  - 62% of girls who visited STEM Center showed high value of STEM
  - 61% of girls who visited the STEM Center showed high STEM confidence
  - 45% of girls who visited the STEM Center showed high STEM competence

In 2020, before the COVID-19 shutdown, GSNETX had served 2,007 Girl Scouts through STEM programs (workshops, events, and camps) and 1,330 co-ed youth through field trips with Title 1 schools and YMCA's.

Over the summer of 2020, GSNETX switched to a virtual camp setting (counselors were at camp; girls attended virtually). Camp Out of the Box (COOTB) provided six weeks of virtual STEM camps for girls in grades K-12. STEM activity kits were mailed to the girls before camp. Some of the feedback received COOTB reported:

- 75% of COOTB parents said they would sign their girl up for a virtual Girl Scout camp again.
- From a COOTB parent: “Everything about it was great--the counselors, the number of girls, the activities. It felt like she was actually at camp or a Girl Scouts meeting rather than being online, which was great and something you don't get with most virtual activities.”
- From a COOTB parent: “She LOVED the activities and counselors. She connected well with the group. And, with us having been together for months, it was so nice for her to have something completely independent of me where she was learning new skills and problem-solving with other people to help. We knew it would be good, but far exceeded our expectations.”

Additionally, as an organization, GSNETX has five camp locations across the 32-North Texas County region served. GSNETX has over 80+ years’ experience in providing day and residential camp programming to girls.

At the STEM Center of Excellence, GSNETX is changing the workforce pipeline in STEM to meet the urgent need for female voices, engagement, and leadership in the fastest-growing sector of the U.S. economy. Girl Scouts is cultivating STEM by:

- Exposing young women to educational and professional opportunities available in science, technology, engineering, and math
- Broadening her worldview of what is possible for her future
- Developing her confidence and addressing gender parity in STEM careers

GSNETX’s Manager of Research and Development administers a post-reflective survey of all who attend STEM programming at the STEM Center of Excellence. GSNETX will administer pre/post surveys as required to capture STEM confidence, interest, competence, and value to society as related to unique camps. Additionally, to ensure grant compliance, GSNETX will add associated demographic questions to the pre-survey to capture information regarding disabilities or foster students.

GSNETX has experienced challenges with getting middle school girls engaged in STEM programs. Often by middle school, girls dis-engage with STEM. To combat this, GSNETX utilizes several strategies to continue to engage girls through middle and high school:

- GSNETX collaborates with Dallas ISD to provide programming to 3,500 Title 1 schools in low-income communities annually.
- GSNETX markets the camps using descriptors that engage the girl and provides outreach and marketing materials in English and Spanish.
- GSNETX works in partnership with local corporations to provide mentors and programming.
- GSNETX has implemented a focused recruitment and marketing strategy to engage girls in STEM and establish a STEM identity.

Girl Scouts regularly collaborates with the following to ensure best practices with STEM programming and camps:

- As a council chartered by Girl Scouts of the USA, GSNETX regularly collaborates on program pilots, curriculum development, and various committees at the national level. GSNETX is a model for Girl Scout and STEM and was a catalyst for the Girl Scouts of the USA STEM Pledge to get 2.5 million girls in the STEM pipeline by 2025.
- GSNETX works with the Girl Scout Research Institute to deliver customer-centric, data-driven insights across our council, the Girl Scout Movement, and beyond. GSNETX uses a set of valid and reliable outcomes measures developed in collaboration with Dr. Richard Lerner at the Institute for Applied Research in Youth Development at Tufts University, Girl Scouts of the USA, and the Girl Scout Research Institute. These outcomes measures are and based on evidence-based best practices supported by Girl Scout research.
- GSNETX's STEM Advisory Committee comprises industry experts who guide the STEM programming offered at the STEM Center of Excellence. They ensure all STEM programming aligns with the Texas Essential Knowledge and Skills (TEKS) state academic standards, the STAAR test, and is based on proven 21st-century educational models.
- At the STEM Center, GSNETX has created an ecosystem to bring industry professionals, educational institutions, and nonprofit partners together to provide an informal learning environment in which girls develop STEM skills and competencies.
  - GSNETX partners with several Texas universities (including the University of Texas at Dallas, Texas Women's University, Texas A&M, and Dallas County Community College District)
  - Non-profit organizations (such as the Perot Museum of Nature and Science and Dogwood Canyon Audubon Center) to provide hands-on programming. The partners bring their subject matter expertise – and GSNETX brings expertise on how girls learn and lead best.
  - GSNETX works closely with corporate program partners such as Texas Instruments, AT&T and Ericsson to develop and implement a STEM curriculum to give students access to cutting-edge, real work applications and the ability to

interact with women and men in careers that might have otherwise seem impossible.

### **SECTION 3. OUTREACH AND RECRUITMENT.**

Provide an outreach and recruitment plan for the camp including: 1) recruitment strategy for achieving enrollment targets in the summer camp(s); 2) outreach strategies that target underserved populations in STEM (e.g., Students with Disabilities, youth in foster care, students from low income families, females and Ethnic and Racial Minorities students, etc.); 3) plan for ensuring retention in camp; and, 4) plan for recruiting teachers and other necessary personnel, e.g., camp counselors.

GSNETX will establish an outreach and recruitment strategy to achieve enrollment targets. GSNETX will begin with our current membership base, encompassing the intended underserved populations of low-income families, females, and ethnic and racial minority students.

Traditionally, GSNETX serves 25,000 girls in grades K-12 across 32 Northeast Texas Counties. Our membership base includes 2,941 in grades 6-8.

Our recruitment strategy for the summer camps will consist of both traditional and new outreach and marketing efforts and will begin in March 2021. Electronic registration for each camp will begin in March 2021. Outreach and marketing plans include:

- A printed and online summer camp guide (35,000 printed versions) to be sent to students, adult members, and families.
- Family presentations and take-home materials (flyers and camp guides in both English and Spanish) to encourage low-income/minorities/at-risk community engagement. GSNETX serves 1,350 middle school students through partnerships with Title 1 Schools in Dallas, Tyler, and Longview. The camp programs are shared with the students and their families to encourage participation. (100% are low income and minority students)

- Online Website camp guide ([www.gsnetx.org](http://www.gsnetx.org)).
- Social Media engagement (Instagram and Facebook).
- Camp marketing will be listed on external community camp resources that serve North Texas (online and printed).
- To ensure the camp reaches the intended population, GSNETX staff will also send personal emails to 6-8 grade students in the spring to ensure they are aware of the opportunity.

GSNETX will offer transportation to students to attend the camp. GSNETX has the infrastructure and capacity to support the staff/volunteer needs of the camp. Additionally, GSNETX may utilize existing and planned AmeriCorps members to assist with program delivery of the camp, as needed. GSNETX staff will communicate with families before camp and during the camp week to ensure students attend (retention) and keep the communication open to help address issues that may impact retention and attendance.

#### **SECTION 4. PROGRAM PLAN.**

Provide a program plan for the camp that includes: 1) the number of classroom instructional hours; 2) what industry relevant coding environments will be used during the camp; 3) the camp's ability to serve Students with Disabilities; 4) the camp's ability to work with students of different coding skill and ability levels; 5) any additional educational activities exposing students to IT careers, such as field trips, field work opportunities or hands on laboratory activities including a description of a unit focused on career exploration in the IT sector; and, 6) activities planned for evening hours, if a residential camp, and how those activities will be funded if not an allowable expense under this RFA; and, 7) the connection to computing industry and demand occupations in local labor market including explicit career exploration activities.

GSNETX will partner with a STEM education nonprofit such as CodeStream Studios to provide two unique day camps to allow students to experience a project-based computer coding curriculum that is aligned with the Texas Education Association standards.

The camps will focus on the development of fundamental computer programming skills students require to become college-ready. The curriculum will focus on developing problem-solving skills and critical thinking. It will consider individual skill levels by offering progressive skills development with a more challenging curriculum, further developing their problem-solving skills while being prepared for more advanced programming levels. The program design will encourage STEM (Science Technology Engineering Math) skill development and STAAR (State of Texas Assessments of Academic Readiness) performance requirements with engaging instruction through daily coding exercises and building confidence and marketable skill sets.

The coding environments to be used include:

- MIT's Scratch to present the basics of computer programming.
- JAVA or iOS to present App development.

All programs are deliberately designed to follow the Girl Scout processes of girl-led, hands-on, and collaborative. This helps students also develop essential social/emotional competencies, which prepares them to become inspirational, empathetic leaders. This program design maps to the intended outcomes to help students discover the importance of teamwork, become creative problem-solvers, and empower others to be their best selves, too—the kind of leader every workplace deserves.

The day camps (June/July 2021) will consist of twenty (20) hours of instruction time and allow for traditional Girl Scout camp activities. The STEM Center of Excellence is fully ADA accessible. GSNETX staff can modify instruction and provide reasonable accommodations to assist students with disabilities. The camps will be held at the 92-acre STEM Center of Excellence and will provide students with an outdoor adventure such as high and low ropes course, rock climbing, archery, swimming, and hiking.

### SECTION 5. OUTCOMES AND MEASURES.

Provide a description of how outcomes and measures will be collected from students and parents including: 1) a detailed description of pre- and post-assessments and how pre- and post-assessments will be administered, reported on, and kept confidential; and, 2) how attendance will be tracked at all camps. In addition, please complete the Outcomes and Measures Table below. Each camp should be given a separate row (add rows as needed) in the table and all information for each camp is required to be completed.

Outcomes and Measures Table

Name of Camp	Brief Description of the Camp	Residential (R) or Day (D) Camp	Estimated Number of Eligible Students Enrolled	Program Dates for Camp (MM/DD-MM/DD)	#of Days Camp is Held	Number of Computer Coding/ Programming Instruction Hours
Camp Code - Think like a programmer	Students will design algorithms to code; a project <b>will</b> be given based on each student's coding experience	D	25	6/14/2021-6/18/2021	5	20
Camp Code - Think like a programmer	Students <b>will</b> design algorithms to code; a project <b>will</b> be given based on each student's coding experience	D	25	07/11/2021 - 07/16/2021	5	20
<b>Total Number of Camps</b>						
2						
<b>Total Estimated Number of Eligible Students Enrolled</b>						
50						

GSNETX Research and Evaluation Manager will create the electronic pre/post survey using Qualtric software. The survey pre-test will be administered on the first day of camp; the post-survey will be administered on the final day of camp. The Research and Evaluation Manager will be responsible for creating the survey and reporting the results to the appropriate staff (Director of STEM Center and Director of Grants and Foundation Relations). The use of online survey software such as Qualtric allows for the confidentiality of the camper.

The survey instrument will align with the Girl Scouts of the USA STEM outcomes that were developed by the Girl Scout Research Institute and are in alignment with the STEM Pledge – to get 2.5 million girls in the STEM workforce pipeline by 2025. Girl Scout research shows that when students participate in Girl Scout STEM programs, they benefit in four essential ways:

- STEM Interest - Students are excited about STEM subjects and want to learn more about them.
- STEM Confidence - Students have confidence in their STEM skills and abilities.
- STEM Competence - Students think scientifically to solve problems.
- STEM Value - Students learn the importance and relevance of STEM to people and society.

All programs are deliberately designed to follow the Girl Scout processes of girl-led, hands-on, and collaborative. This helps students also develop essential social/emotional competencies, which prepares them to become inspirational, empathetic leaders. This program design maps to the intended outcomes to help students discover the importance of teamwork, become creative problem-solvers, and empower others to be their best selves, too—the kind of leader every workplace deserves.

For more than a century, Girl Scouts has been preparing students for a lifetime of leadership. Today and always, we are committed to ensuring that all students develop to their full potential and have equal access to and support STEM education.

Key objectives are that students:

- Learn to work with others as a team
- Establish a relationship with an adult mentor who cares about their well-being and success
- Feels confident
- Keeps trying even when things are hard
- Feel more confident in school
- Show increased interest in STEM
- Communicate their ideas with others
- Learns something new
- Reflects on how something went

Attendance will be taken daily for the day camp. All attendance reports will be shared with the Director of Grants and Foundation Relations for reporting purposes.

**SECTION 6. PROGRAM ADMINISTRATION PLAN.**

Provide the program administration plan including: 1) the job description of the individual responsible for managing day-to-day activities of the program including: position title, minimum requirements for the position, percent of time dedicated to the camps, and job duties; 2) the qualifications of faculty and instructors who will be involved in the academic instruction and activities of the summer camp(s) and the training provided to these individuals; 3) the qualifications for camp counselors working with the students directly; 4) the names and roles of any program partners such as information technology (IT) employers, school districts, local workforce development boards, etc. and how their involvement will enhance career exploration and engagement efforts; and 5) security measures that will be put in place to protect students in residential and day camps.

The GSNETX staff responsible for managing the day-to-day programming at the STEM Center of Excellence are:

- Shane Woods, Director, STEM Center of Excellence

Job Description: Shane oversees the STEM Center of Excellence, a state of the art 92-acre campus located in south Dallas that provides year-round opportunities in deliberate,

engaging, and progressive STEM programming. She provides strategic leadership, operational oversight and manages the staff and AmeriCorps members to ensure the design, implementation, and delivery of dynamic programming for Girl Scouts and others who visit the STEM Center.

Qualifications: Shane has 17 years of experience in education. Following five years in the classroom, Shane gained school administration experience as well as experience at the central administration level, where she was the K-12 Science Director for Fort Worth ISD's 85,000 students. She currently serves on the board for the Fort Worth Regional Science Fair and is the past President of the Texas Science Education Leadership Association.

Shane will be assisted by her STEM Center of Excellence staff, including a STEM Program Manager and Camp Counselors.

- Kayleigh Bucur, Program Manager, STEM Center of Excellence

Job Description: Kayleigh oversees the programs at the STEM Center of Excellence, a state of the art 92-acre campus located in south Dallas that provides year-round opportunities in deliberate, engaging, and progressive STEM programming. She oversees the design, implementation, and delivery of 21<sup>st</sup> century, high-quality Girl Scout STEM programs for students from K-12<sup>th</sup> grade at the STEM Center of Excellence. She also manages a team of trained camp counselors and AmeriCorps members responsible for the quality of the programs offered at the STEM Center of Excellence. Kayleigh will spend 90 hours of her time on the camp program development and delivery. All camp counselors are trained on the Girl Scout Ways, Deliberate Design, and Safety Training. Camp counselors (4) will spend 90 hours of their time on this grant project.

- Program Partner(s)

Instruction will be provided by the selected program partner (CodeStream) that comes with extensive experience in delivering STEM camps/workshops to youth. Additionally, the STEM

Center of Excellence staff brings experience with running day and residential camps. GSNETX fully vets all program partners. The program partner will be selected by March 2021.

- Codestream Studios is a technology education company that provides instruction and programming for youths in K-12. They focus on teaching computer programming covering multiple career pathways such as Web Design + Development, Mobile App Design + Development, Game Design + Development, and Robotics + Circuitry. They started teaching in the DFW area in 2015 and since has taught over 3,000+ students as of the end of 2019. GSNETX regularly partners with CodeStream for STEM workshops and day camps.

### Safety and Training

GSNETX has safety and security policies and procedures (Safety Activity Checkpoints and a STEM Center of Excellence staff manual) in place that requires:

- Background checks for all staff, AmeriCorps members, and volunteers
- An adult-to-student ratio requirement
- Camp safety, safety gear, and visitor policies
- First aid, CPR and amenities, and animal safety/certifications
- Training for all staff, camp counselors, AmeriCorps members, volunteers, and program partners that include:
  - Camp information
  - Code of ethics
  - Camp Counselor Skills
  - Camp living, kapers, and duties
  - Health and Safety

- Outdoor Living Skills
- Games, Hikes, and Songs
- Nature Information
- Transportation Rules

## BUDGET WORKBOOK

### Budget

#### BUDGET SUMMARY FORM

If indirect costs will be recovered under this award, indicate the applicable indirect cost rate in the Indirect Cost Rate cell (C15). The Administrative Costs, Program Costs, and Total Funds will populate from BUDGET DETAIL FORM.

Cost Categories	Administrative Costs (Cannot exceed 5% of Total Funds Requested)	Program Costs	Total Funds (Administrative and Program Costs)
Personnel Salary/Wage	\$0	\$8,010	\$8,010
Fringe Benefits	\$0	\$773	\$773
Travel	\$0	\$7,500	\$7,500
Supplies	\$0	\$8,100	\$8,100
Contractual	\$0	\$10,000	\$10,000
Other	\$0	\$0	\$0
<b>Total Funds</b>	<b>\$0</b>	<b>\$34,383</b>	<b>\$34,383</b>
Indirect Cost Rate (if applicable)		NA%	

#### COST PER STUDENT

Number of Students (Estimated)	50
Total Funds Requested	\$34,383
Cost Per Student	\$688

#### BUDGET DETAIL FORM

Provide the following for each column: Cost Categories: list the name and quantity of items; Amount: list the subtotal (whole dollars) for the row; Budget Justification: describe how the item directly relates to the activities in the Application Response. Refer to the Cost Category Descriptions tab for additional instructions.

#### ADMINISTRATIVE COSTS:

Cost Categories	Amount	Budget Justification
Personnel Salary/Wage	\$0	
	\$0	
Fringe Benefits	\$0	
	\$0	
Travel	\$0	
	\$0	
Supplies	\$0	
	\$0	
Contractual	\$0	
	\$0	
Other	\$0	
Indirect costs (if applicable)	\$0	
	\$0	
<b>Administrative Costs Subtotal</b>	<b>\$0</b>	

**Camp Code**  
**Request for Applications 32021-00029**

<b>BUDGET DETAIL FORM (continued)</b>		
Provide the following for each column: <u>Cost Categories</u> : list the name and quantity of items;		
<b>PROGRAM COSTS:</b>		
<b>Cost Categories</b>	<b>Amount</b>	<b>Budget Justification</b>
<b>Personnel Salary/Wage</b>	<b>\$8,010</b>	
Camp Counselor	\$5,040	Camp staff 4 ppl x 90 hours x \$14/hr
Camp Manager	\$2,970	Program Manager at \$33/hr x 90 hours
	\$0	
<b>Fringe Benefits</b>	<b>\$773</b>	
Camp Counselor	\$486	FICA/Medicare, WC, Unemployment Insurance at 9.65%
Camp Manager	\$287	FICA/Medicare, WC, Unemployment Insurance at 9.65%
	\$0	
<b>Travel</b>	<b>\$7,500</b>	
Bus Rental	\$7,500	Transport students to camp location; \$750 day/10 days
	\$0	
<b>Supplies</b>	<b>\$8,100</b>	
T-shirts	\$350	\$7 x 50 students
Badges	\$250	\$5 x 50 students
Program Supplies	\$7,500	\$150 x 50 students; supplies needed per student include: small toolkits, hand tools, safety goggles, cloth aprons, journal/pen, backpack, water bottle, Tie die pigments, shirt for tie dye, DIY Led name tag kit, PPE supplies, printed materials
<b>Contractual</b>	<b>\$10,000</b>	
National Inventors Hall of Fame	\$10,000	Program Partner
	\$0	
<b>Other</b>	<b>\$0</b>	
	\$0	
<b>Program Costs Subtotal</b>	<b>\$34,383</b>	
<b>TOTAL FUNDS REQUESTED</b> (Administrative and Program Costs)	<b>\$34,383</b>	

<b>For Agency Use Only</b>	
Direct cost category budget(s) associated with the above costs:	
709 Subrecipient Operating Costs	\$0
611 Direct Program – Education and Training	\$34,383
612 Direct Program – Career Services	\$0
651 Support Services – Transportation	\$0
675 Support Services – Work-Related Incentives	\$0
819 Support Services – Other	\$0
<b>Total</b>	<b>\$34,383</b>

TWC Grant Manager: Identify the relevant direct cost categories, as referenced in applicable WD Letters and subsequent issuances, and the associated budget for each applicable direct cost category. Insert additional rows, as needed, if additional cost categories other than those listed above apply. Grant managers should contact Financial Reporting staff or Fiscal-TA if assistance with categorization is needed.

End of Worksheet

## Certificate Of Completion

Envelope Id: F8F2266ADF5E46A9B181F6BDA3E2AFB8	Status: Completed
Subject: Please DocuSign: 2921TAN003 Girl Scouts of Northeast Texas.pdf	
docSeqId:	
docType:	
Source Envelope:	
Document Pages: 57	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	TWC GrantSignature
Time Zone: (UTC-06:00) Central Time (US & Canada)	101 E. 15th Street, Room 0154-B
	Austin, TX 78778
	twc.GrantSignature@twc.state.tx.us
	IP Address: 172.19.141.14

## Record Tracking

Status: Original	Holder: TWC GrantSignature	Location: DocuSign
3/5/2021 11:21:30 AM	twc.GrantSignature@twc.state.tx.us	

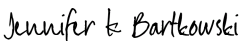
## Signer Events

Signer Events	Signature	Timestamp
Courtney Arbour courtney.arbour@twc.state.tx.us Workforce Development Division Director TWC - Workforce Development Division Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 174.246.204.70 Signed using mobile	Sent: 3/5/2021 11:26:33 AM Viewed: 3/8/2021 4:47:55 AM Signed: 3/8/2021 4:51:08 AM

**Electronic Record and Signature Disclosure:**  
Accepted: 5/29/2018 7:01:43 AM  
ID: 0d614b57-62c3-4924-8fa5-5dae52d574d7

Brenda Rozinsky brozinsky@gsnetx.org Security Level: Email, Account Authentication (None)	<b>Completed</b>  Using IP Address: 99.27.146.83	Sent: 3/8/2021 4:51:09 AM Viewed: 3/8/2021 9:58:42 AM Signed: 3/8/2021 2:50:46 PM
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**Electronic Record and Signature Disclosure:**  
Accepted: 3/8/2021 9:58:42 AM  
ID: 401e06ef-d292-40a7-96e9-06c24802e26e

Jennifer K Bartkowski jbartkowski@gsnetx.org Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 76.85.0.158	Sent: 3/8/2021 2:50:48 PM Viewed: 3/8/2021 2:57:53 PM Signed: 3/8/2021 2:58:12 PM
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**Electronic Record and Signature Disclosure:**  
Accepted: 3/8/2021 2:57:53 PM  
ID: 11cb7064-ef65-43ab-ba47-6406a2647235

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/5/2021 11:26:33 AM
Certified Delivered	Security Checked	3/8/2021 2:57:53 PM
Signing Complete	Security Checked	3/8/2021 2:58:12 PM
Completed	Security Checked	3/8/2021 2:58:12 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

## **CONSUMER DISCLOSURE**

From time to time, Carahsoft obo Texas Workforce Commission (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the "I agree"™ button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign "Withdraw Consent"™ form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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**Required hardware and software**

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Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

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